

## ELECTRONIC FUND TRANSFERS DISCLOSURE

Please read this disclosure carefully. It tells you your rights and obligations for the transactions listed. Keep this notice for future reference. Our business days are Monday through Friday. Holidays are not included. This disclosure only applies to accounts for personal, family, or household purposes.

### TYPES AND LIMITATIONS ON TRANSFERS

**Account Access:** You may use your card or code to:

- Withdraw cash from checking or savings account.
- Make deposits to checking or savings accounts.
- Transfer funds between checking and savings accounts.
- Make purchases, where card accepted (debit card holders only).
- Pay bills from your checking account in the amounts and on the days you request.
- Obtain balance information.

Some of these services may not be available at all terminals. You may make arrangements to pay certain recurring bills or accept certain direct deposits to/from your checking or savings accounts. You may authorize the conversion of your checks to an electronic transfer. You may not use your ATM or debit card to fund any account that is set up to facilitate online gambling.

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and/or pay bills.

Your Telephone Banker personal identification number (PIN) or Online Banking password will permit you to obtain balance information and transfer funds among your authorized accounts. There are no minimum or maximum transfer amounts, subject to the available balance in your account at the time of the request. Transfers initiated before 6:00 PM CST will be credited the same business day.

**Use for Unlawful Purpose Prohibited:** You may not use your ATM or debit card for any unlawful purpose. You agree that you will not use your card or account for any transaction that is illegal under applicable law.

**Limitations on Frequency of Transfers:** You may make only six transfers from a money market account or a savings account to another account, or third party by pre-authorized, automatic, online banking or telephone transfer per calendar month or statement cycle.

### Limitations on Dollar Amounts of Transfers:

You may use your ATM or debit card to withdraw up to \$250 \ \$\_\_\_\_\_ daily.

You may purchase up to \$500 \ \$\_\_\_\_\_ worth of goods or services each day (debit card holders only).

### CHARGES FOR ELECTRONIC FUND TRANSFERS (EFT)

Card replacement fee ..... \$5  
Change PIN on ATM or debit card ..... \$1/change  
in excess of one

When you use an ATM not operated by American Federal Bank, you may be charged a fee by the owner, operation or network that completes the transaction. You may also be charged a fee for a balance inquiry even if you do not complete a transaction. For foreign currency withdrawals, the exchange rate between the transaction currency and the billing currency is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date.

### DOCUMENTATION

**Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

**Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us toll-free at 1-888-805-7828

(297-4800 in Fargo/Moorhead) to find out whether or not the deposit has been made.

**Periodic Statements:** You will get a monthly account statement from us unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### STOP PAYMENTS and NOTICES OF VARYING AMOUNTS

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed at the end of this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$15 for each stop payment order you give. A stop payment for an unauthorized or revoked ACH withdrawal must have a signed, written affidavit included with the stop payment order.

**Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### Liability for failure to stop payment of pre-authorized

**transfer:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### FINANCIAL INSTITUTION'S OBLIGATIONS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If the circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions in our agreement with you.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers.
- In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court order.
- If you give us your written permission.
- In order to comply with a statute, regulation or rule.
- When reporting the involuntary closure of an account by the bank.

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- When the bank concludes that disclosure is necessary to protect you, your account, or the interests of the bank.

### UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement, you can lose no more than \$50 if someone used your card and/or code without permission. If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

**Additional Limits for Point-of-Sale Purchases.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card, when used for point-of-sale transactions. This additional limit on liability does not apply to ATM transactions.

**Address and telephone number.** If you believe your card has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address below if you believe a transfer has been made using the information from your check without your permission.

### ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error on the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (5 business days for point-of-sale transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale or foreign-initiated transfers) to investigate your complaint or

question. If we decide to do this, we will recredit your account within 10 business days (5 business days for point-of-sale transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not recredit your account. For any error reported during the first 30 days after the first deposit to a new transaction account, provisional credit will be given within 20 business days, if the error cannot be resolved within that time. We may take up to 90 days to fully investigate your complaint or question.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS

- Withdrawals made at a terminal will normally be completed and charged to your account one business day after the withdrawal.
- Deposits made at a terminal will normally be credited to your account one business day after the deposit.
- Transfers between accounts made at a terminal will normally be completed one business day after the transfer.

### POINT-OF-SALE TRANSACTIONS

Payment for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal. You cannot reverse a point-of-sale transaction.

### RIGHT TO BRING CIVIL ACTION

You may bring a civil action against any person violating any provision of Minnesota Statutes 47.69 (governing consumer privacy and unauthorized withdrawals). If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

### TERMINATION

You may terminate the electronic fund transfer agreement by written notice to us. We may terminate the electronic fund transfer agreement by written notice to you.

### AMERICAN FEDERAL BANK

**P.O. BOX 2946  
FARGO, ND 58108-2946  
1-800-770-6605**

Updated: 01/14